

United States Leasing Corporation



633 Battery Street
San Francisco, California 94111
415/445-7400

RECORDATION NO. 8403-AD Filed & Recorded

November 15, 1976 NOV 18 1976 2 35 PM

6-323A057 INTERSTATE COMMERCE COMMISSION

NOV 18 1976

Date 10-
Fee \$

CC Washington, D. C.

RECEIVED
NOV 18 2 35 PM '76
I.C.C.
FEE OPERATION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is, as follows:

10 70-ton Hopper Cars numbered:

WPSX 27630, 27631, 27632, 27633, 27634,
27635, 27636, 27637, 27638, 27639

The names and addresses of the parties to the enclosed document are:

LESSOR: United States Leasing Corporation
633 Battery Street
San Francisco, California 94111

LESSEE: Wheeling-Pittsburgh Steel Corporation
4 Gateway Center
P. O. Box 118
Pittsburgh, Pennsylvania

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

United States Leasing Corporation
633 Battery Street - San Francisco, California 94111

Secretary, Interstate Commerce Commission
November 15, 1976
Page Two

Please return the original of the enclosed Schedule to Mrs. Alicia N. Noyola, United States Leasing Corporation, 633 Battery Street, San Francisco, California 94111, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING CORPORATION

By 
Its Vice President

Interstate Commerce Commission
Washington, D.C. 20423

11/18/76

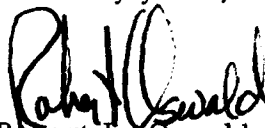
OFFICE OF THE SECRETARY

Mrs Alicia N. Noyola
U.S. Leasing Corp.
633 Battery Street
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/18/76 at 2:40pm ,
and assigned recordation number(s) 8403-2

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

SCHEDULE

CONFORMED COPY

Schedule No. 5 - 014140

RECORDATION NO. 834-12 Filed & Recorded

NOV 18 1976 2 42 PM

A. EQUIPMENT LEASED:

10 70 ton Hopper Cars w/coke racks numbered as follows: WPSX 27630, 27631, 27632, 27633, 27634, 27635, 27636, 27637, 27638, 27639

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on October 30, 1979

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$53,499.60. Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly installments, commencing on October 30, 1976 as follows:

One Thousand Four Hundred Eighty-six and 10/100 Dollars (\$1,486.10) per month, in advance, until rent is paid.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

Steubenville, Ohio

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Pennsylvania, COUNTY OF Allegheny SS:

On this 3 day of November, in the year 19 76, before me DONNA CONNORS a Notary Public in and for said county, personally appeared James S. Howard, known to me to be the Vice President - Finance of the corporation that executed the

(Title) within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the

ACKNOWLEDGMENT FOR CORPORATION

STATE OF California, COUNTY OF San Francisco SS:

On this 15 day of November, in the year 19 76, before me Sylvia P. Ferras a Notary Public in and for said county, personally appeared George O. Duval & John Nobrega, known to me to be the Vice President and Asst. Vice President of the corporation that executed the respectively (Title)

within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

San Francisco COUNTY, California (State)

My Commission Expires: November 20, 1977

By [Signature] Title Assistant Vice President

By [Signature] Title James S. Howard
Vice President - Finance

By [Signature] Title Vice President Lessor

By _____ Title _____ Lessee

633 Battery Street, San Francisco, California 94111

Address _____



Lessee:

Wheeling-Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any Item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.